

John Drago
293 Medea Way
Central Islip, New York 11722

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U.S. DISTRICT COURT E.D.N.Y.

★ **DEC 14 2022** ★

LONG ISLAND OFFICE

December 15, 2022

The Honorable Gary R. Brown
United States District Court Judge
Eastern District of New York
100 Federal Plaza
Courtroom 940
Central Islip, NY 11722-9014

Re: United States v. Drago

Dear Judge Brown:

Included herewith please find my motion respectfully requesting an extension to report to prison until February 7, 2023. I am in the midst of a complicated closing to sell my personal residence, proceeds from which will go directly toward paying my ordered forfeiture amount of \$253,191. It will be significantly easier for me to handle any last-minute details that may arise, are required, and are expected at the closing, if I am not incarcerated at the time.

Thank you very much for your consideration.

Respectfully,


John Drago

cc: Clerk of Court, Brenna B. Mahoney
Assistant U.S. Attorney, Burton T. Ryan, Jr.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,)	
Plaintiff,)	
)	
v.)	Docket No: 0207 2:18CR00394(S-1)-001(GRB)
)	
JOHN DRAGO,)	
Defendant.)	

**RESPONSE TO GOVERNMENT'S REPLY TO
DEFENDANT'S REQUEST FOR EXTENSION**

John Drago ("Drago"), acting pro se', hereby responds to the government's contesting Drago's Motion seeking an extension of his surrender date to February 7, 2022, for the reasons that follow:

1. Drago was charged under a nine-count superseding indictment for criminal charges pertaining to his check cashing business.
2. On September 9, 2021, Drago pled guilty to charges 4 and 8 of the superseding indictment.
3. The Court sentenced Drago to a term of 48 months on October 21, 2022, and he is due to surrender January 12, 2023.
4. On or about December 7, 2022, Drago filed a motion requesting an extension of time to surrender by just under four weeks to February 7, 2023 (the "Extension Motion").

5. On or about December 13, 2022, the government filed a Letter Reply contesting Drago's Extensions Motion, correctly pointing out three adjournments of sentencing that occurred as Drago hoped to previously sell the house noted in the Extension Motion.

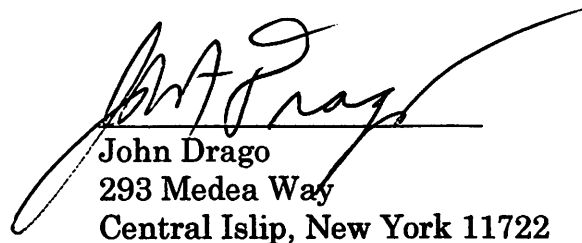
8. Drago, humbly and respectfully, acknowledges that it can appear that Drago had been using the house sale as a delay tactic but attaches a copy of the Contract of Sale for said referenced house indicating the serious nature of the pending sale and Drago's sincere attempt to sell the house, attached as "Exhibit A". Proceeds from the sale will go toward paying off the forfeiture amount of \$253,191, so Drago's only concern is trying to make amends by getting this house sold prior to his incarceration.

CONCLUSION

WHEREFORE, the Court should grant this motion and enter an extension recommendation as humbly requested above.

Dated: December 15, 2022

Respectfully submitted,



John Drago
293 Medea Way
Central Islip, New York 11722

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1211 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for the fire and casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Contract of Sale made as of 10th day of OCTOBER 2022 BETWEEN

SELLER: John Drago

Address: 10 Muffins Meadow Road

Head of the Harbor, NY 11760

Social Security Number / Fed. ID. No(s):

hereinafter called "Seller" and

PURCHASER: Karen Lombardo & SALVATORE CALIBURI

Address: 26 Morningside Avenue, Box 157

Jamestown, NY 11747

PREMISES:

Social Security Number / Fed. ID. No(s):

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: **10 Muffins Meadow Road, Head of the Harbor, NY 11760**

Tax Map Designation: **District 0801 / Section 005.00 / Block 01.00 / Lot 015.005**

PERSONAL PROPERTY:

Together with Seller's ownership and rights, if any, in land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid amount by reason of any liability by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such taxes or damages.

2. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, carpets, door screens, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV satellite, weather vane, fountains, pumps, shrubbery, fencing, outdoor equipment and installations, wall to wall carpeting and built-in not excluded below (please list inapplicable items).

Ad to the extent that personal property is in "as is" condition.

PER M/LS # 3429828, ATTACHED HERETO

3. The purchase price is

\$ 1,850,000.00

payable as follows:

PURCHASE PRICE:

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment");

\$ 670,000.00

185,000.00

(b) by assignment to the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joining in the deed;

\$

(c) Seller's concession towards closing costs

\$ 1,465,000.00

(d) balance at Closing in accordance with paragraph 7:

\$ 9450,000.00

EXISTING MORTGAGE:

4. (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(c) above:

(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of _____ percent per annum, to _____, including of _____ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on _____

(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(c), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(c) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, to form by recording, setting forth the amount of the unpaid principal, the date to which interest has been paid and the amount, if any, claimed to be unpaid for principal, interest, taxes, fees, charges, penalties, costs, expenses, and other amounts due to the holder of the existing mortgage in a bank or other institution as defined in Section 274-b of the Real Property Law (Standard Lender's) or any branch of the certificate, which is a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any amendments and modifications thereto, (ii) the existing mortgage is not paid, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

PURCHASE MONEY MORTGAGE:

5. (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(d) above:

(a) The purchase money note and mortgage shall be given by the attorney for Seller in the form attached or, if not in the standard form adopted by the New York State Land Title Association, Purchaser shall pay at Closing the mortgage recording fee, recording fee and the attorney's fee in the amount of \$ _____ to the preparation.

(b) The purchase money note and mortgage shall also provide that its subject and encumbrance to the lien of the existing mortgage and any amendments, modifications, replacements or substitutions of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ per annum and the total debt service thereunder shall not be greater than \$ _____ per month and (ii) if the principal amount thereof exceeds the amount of principal owing and unpaid on the existing mortgage at the time of closing, such mortgage or substituted mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not also affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such substitution.

[illegible]

CONFIDENTIAL
VIOLATIONS AND
DETENTION

RECEIVED

**LONGER-TERM
EVALUATION**

ACCEPTANCE

DECLASSIFICATION
IN INDEFINITE

16. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property assuring their use as a ONE family dwelling at the time of Closing.

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 14-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Sales Tax Law"); or if such sale shall not be exempt under the Sales Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Sales Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or cashed check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (iii) pay promptly any additional tax that may become due under the Sales Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (iv) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damages, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing.

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FRPTA to rely on such certification, Purchaser shall deduct from the purchase price a sum equal to 100% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of fixtures or encumbrances, together with keys to the Premises.

(f) All plumbing (including water supply and waste systems, if any), heating and air conditioning, very electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(g) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices and carbon monoxide detector.

(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County office in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required fee relating duty assessed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate office promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable business policies and annuities of those existing prior to Closing; (v) rent charges; (vi) costs of and charges collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the method water charge and sewer rent, if any, shall be apportioned on the basis of such reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purpose of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor compiled to said date are produced at Closing.

20. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recording form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to secure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or liens against their endorsement out of the Premises and will insure Purchaser's institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 5 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to have title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additional thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or if Seller has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (which collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close the sale without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (i) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjust the date for Closing hereunder for a period or periods not exceeding 60 days to the appropriate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjusted to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjustment(s), and if Purchaser shall still be unwilling to waive the same and to close the sale without abatement of the purchase price, then either party may cancel this contract by notice to the other given within 10 days after such adjustment(s); (ii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 22 shall survive the termination of this contract.

22. If a title examination discloses judgments, liens, mortgages or other claims against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not constitute after default by Purchaser under this contract.

25. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or by overnight courier, with receipt acknowledged, to the respective addressees given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignments) made without such consent shall be void.

27. Seller and Purchaser each represents and warrants to the other that it has not dealt with any other broker except Berkshire Hathaway and K Teets Real Estate ("Broker") and Seller and/or Purchaser shall pay Broker any commission earned pursuant to a separate agreement between Seller and/or Purchaser and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the number shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with SEC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Seller: John Drago

Purchaser: Mark Lombardo

Seller:

Purchaser: SALVATORE CAMBARI

Attorney for Seller: DANIEL L. GOBETZ, ESQ.

Attorney for Purchaser: Mark Goldsmith, Esq.

Address: 2 Brookville Drive, Suite 120
Saratoga, New York 11787

Address: 960 Jericho Turnpike
St. James, NY 11780

Tel.: 631.584.4300

Email:
dan@gobetzlaw.com

Tel.: 631.350.0400

Email:
maryf@markgoldsmith.com

Daniel L. Gobetz, Esq. Escrowee

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

CONTRACT OF SALE

Title No.

DRAGO TO LOMBARDO



RIDER TO CONTRACT FOR SALE

SELLER: John Drago
PURCHASER: Karen Lombardo
PREMISES: 10 Muffins Meadow Road, Head of the Harbor, NY 11780
DATE: October 28, 2022

Notwithstanding any terms of the printed contract of sale to the contrary, it is understood and agreed between the parties as follows:

29. The premises are sold and conveyed subject to the following:

- (a) Building and zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures; *on their present use*
- (b) Any state of facts an accurate survey of the premises may show provided same does not render title unmarketable *that do not create an out of possession exception*
- (c) Covenants and restrictions presently of record, utility easements and agreements of record, if any, and which may be in full force and effect on the date of delivery of the deed *on title* provided same are not violated by existing structures or the present manner of use and occupancy thereof.

30. The down payment of ~~\$370,000.00~~ ^{\$185,000.00} referred to in paragraph "3" of this contract shall be deemed to be made to Seller by payment thereof to Daniel L. Gobetz, Esq. whose offices are at 2 Brookside Drive, Suite 120, Smithtown, New York 11787, Attorney for the Seller, to be held by said attorney in escrow until the earlier of (i) the delivery of the deed hereunder of, (ii) such time as the Purchaser may be entitled to a refund thereof, at which time said escrowee shall remit such downpayment to the party then entitled thereto. Said escrowee shall act, with respect to such payment, as a stakeholder only and without compensation and shall not be liable for the payment of any interest of Court costs in any action that may be brought to recover the moneys held in escrow, or any part thereof, unless such escrowee shall fail or refuse to pay over such moneys pursuant to a Judgment, Order of Decree that shall be final beyond possibility of appeal. If the Purchaser shall be entitled to a refund of said deposit, Seller will pay or cause such refund to be made to the Purchaser.

31. It is agreed that any escrowee deposits, including the downpayment paid hereunder, for any purpose to the attorney for the Seller, are being made for the accommodation of the parties hereto. In the event any litigation shall arise between the parties to this agreement concerning any such escrow deposit, then the parties hereto do severally and jointly agree to indemnify and save harmless the said escrowee from the payment of any costs or other expenses that might be involved in said litigation, and this agreement shall survive the delivery of the deed hereunder.

32. If Seller shall be unable to convey title in accordance with the terms of this agreement, the sole obligation of the Seller will be to refund the Purchaser's downpayment made under this contract and to reimburse the Purchaser for the cost of title examination whereupon the Purchaser shall have no further claim or lien against the Seller or the premises herein described. The Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey, without reduction of the purchase price or any other credit or allowance against the same and without any other liability on the part of the Seller. The term "cost of title examination" is defined, for the purpose of this agreement, as the expense actually incurred by the Purchaser for title examination and survey. In no event, however, to exceed the net amount which would be charged for title examination of the premises described herein without the issuance of a policy by a title company doing business in the County in which the property is located.

in excess of \$5,000.00

33. The acceptance of a deed by the Purchasers shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement except only those, if any, which are herein specifically stated to survive the delivery of the deed.

34. At their own expense, Purchaser shall have ten (10) days from the date of this contract to have the premises inspected for termites. If such inspection shall reveal a termite infestation or damage, the Purchaser shall notify Seller's attorney in writing, specifying the areas affected. The Seller, at their own cost and expense, may provide the necessary treatment, or, if they decide not to do so, either party hereto may cancel this contract. Upon cancellation of the contract, the Seller will refund the payment made by the Purchaser and thereafter neither party shall have any liability to the other. Purchaser may, nevertheless, close title subject to existing infestation.

35. Seller represents that the plumbing, heating and electrical systems and appliances shall be in working order at the time of closing or possession, whichever is later, and the roof shall be free of leaks at the time of closing or possession, whichever is later. It is agreed that this representation shall be withdrawn at the time of closing and shall not survive the delivery of this deed or the granting of possession, whichever is later.

including pool, pool equipment, central A/C, FGS, if any

36. This contract cannot be assigned without the prior written consent of the Seller.

37. The Purchaser represents, warrants and declares that they have been afforded an opportunity to make an exterior and interior inspection of the premises which are the subject of this contract, that they either have made such inspection of the said premises, or caused such inspection of the said premises. The Purchaser agrees that the premises are being sold "AS IS" without representations, statements or warranties, written or oral, expressed or implied, and agree at the time of closing they will repair subject only to changes as may occur between the date of this Contract and closing of title by reason of ordinary wear and tear, *except as otherwise contained herein*

38. This agreement constitutes the entire contract between the parties hereto and the Seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information except those expressly set forth.

** and provide a one year warranty against re-infestation*

45 39. **Mortgage Commitment Contingency:** *(Delete paragraph if inapplicable.)* (a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 30-days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 39(c) (the "Commitment Date"), of a written commitment from an Institutional pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$650,000.00 for a term of at least thirty (30) years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and it does not occur before the Commitment Date, Purchaser may cancel unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.

(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in this paragraph and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

(c) *(Delete this subparagraph if inapplicable)* Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in this paragraph, provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from Institutional Lender(s).

(d) If all Institutional Lenders to who applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph.

(e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional lender that does not conform to the terms set forth in this paragraph, Purchaser may cancel this contract by giving Notice thereof to Seller, within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that the Purchaser has complied with all its obligations under this paragraph.

(f) If this contract is canceled by Purchaser pursuant to this paragraph, neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of

this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 21.

(g) ~~If Purchaser fails to give timely Notice of Cancellation or~~ if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in this paragraph, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph.

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this) and except as set forth in paragraph 21.

(i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

(j) Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary mailing, postage prepaid.

(k) In the event the house does not appraise for the full purchase price amount the buyer agrees to pay the difference by certified funds to the seller.

or will have prior to the closing date herein

40. Purchaser represents that they have sufficient liquid assets to cover the balance of the purchase price over the mortgage and closing costs, if any. The Purchaser also represents that they have sufficient income to support the payments necessary to obtain the mortgage contemplated herein.

41. ~~Seller shall, however, have the option of remaining in possession of the premises for a period not to exceed five (5) days after the closing of title, provided that all adjustment shall be made as of the date of actual possession (anything herein to the contrary notwithstanding), and further provided that the Seller shall deposit with their attorney, in escrow, the sum of One Thousand (\$1,000.00) Dollars to insure vacancy on or before such fifth day, should the Seller shall fail to vacate. In the event that Seller exceeds five (5) days, for each day beyond the five (5) days, Seller will reimburse Purchaser the sum of One Hundred and Fifty (\$150.00) Dollars a day. No landlord and tenant relationship shall be created by such payment and the Purchaser may have the right to exercise all legal and equitable remedies to remove the Seller from the premises and obtaining possession. The agreement shall survive the closing of title without further written agreement at closing.~~

42. Notwithstanding the provisions of Paragraph 16(f) of the printed form of contract wherein Seller agrees that all appliances shall be in working order at the time of closing of title, it is agreed that Seller's obligation to repair/replace same shall not exceed ~~Two Hundred Fifty and 00/100 (\$250.00) Dollars~~ per appliance. This representation shall not survive the closing of title. *\$1,500.00*

43. Seller represents that the premises is a legal one (1) family dwelling covered by a Certificate of Occupancy as said premises are presently constructed. At or prior to closing title, Seller shall deliver to Purchaser the Certificate(s) of Occupancy and/or Certificate(s) of Completion or Letter of Preexisting Use for the premises as it presently exists, except for any decks, pools, sheds, bay window, finished basements, garage conversions, and patio covers or awnings (which may be removed, without allowance or abatement of purchase price, if same is an impediment to closing). In no event, however, shall Seller be required to bring variance or change of zone proceedings, if same is necessary to secure any of said certificates or letter. In the event that same cannot be obtained by the Sellers without bringing said proceedings, then Seller shall have option to cancel this Contract and to return the monies deposited upon the signing thereof to the Purchaser and, upon collection thereof, neither party shall have any further rights as against the other. Purchaser, however, shall have the right to elect to proceed with the purchase regardless of the production of said certificates. In the event a certificate of occupancy and/or certificate of completion or letter of pre-existing use for premises is not available, the purchaser shall provide the seller's attorney with a current survey at least ten (10) days prior to the date set forth in the contract for closing and seller shall be given a reasonable adjournment of the closing date in order to obtain such certificate.

** and
cost of
survey,
if any*

44. In the event there are currently solar panels installed on the house the buyer(s) agree to take the premises in its existing condition and will assume the responsibility of the monthly payments for the duration of the contract under its current terms and conditions and/or Lease Transfer Agreement. If the title company requires a UCC Financing Statement Amendment (Form UCC3) to be filed prior to closing to clear any existing liens subject to the solar panels, the buyer agrees to sign any documents required by the solar panel company to effectuate said transfer of the existing contract into the buyer's name.

45. In the event that the lender requires any improvements, repairs, corrections or modification to the premises as a condition of issuing a mortgage commitment, nothing herein shall obligate the Seller to incur any expenses, make any repairs, corrections or modifications to the premises or expend any money in furtherance thereof. However, the Seller will allow the Purchaser access to the property to effectuate said repairs, corrections or modifications, if required by the lender.

46. **LEAD BASED PAINT INSPECTION.** This Contract is contingent upon a risk assessment or inspection of the premises for the presence of lead-based paint and/or lead-based paint hazards at the purchaser's expense until 9:00 P.M. on the tenth (10th) calendar day after purchaser's attorneys' receipt of a fully executed copy of this Contract. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect your Family From Lead In Your Home" for more information. This contingency will terminate at the above pre-determined deadline unless the purchaser delivers to seller's attorney a written contract

addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at Seller's option, within ten (10) days after delivery of the addendum and report, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating the condition(s) has (have) been remedied before the date of closing. If Seller does not elect to correct the condition(s) or if the Seller makes a counter-offer, the Purchaser shall have ten (10) days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

47. **RESIDENTIAL DISCLOSURE STATEMENT.** Unless Seller is otherwise exempt, Seller will give Purchaser a credit of \$500.00 in lieu of completing the Residential Disclosure Statement.

48. ~~TRAVEL FEE.~~ ~~If seller agrees to a closing location outside of Suffolk County, the following travel fee shall be paid to the Seller's attorney, by the Purchasers at closing:~~

Nassau County.....	\$150.00
Queens County.....	\$395.00
Kings County.....	\$395.00

Closing to occur in Nassau or Suffolk County.

49. In the event of any conflict between the contract of sale, and this rider conflicting provision(s) of this rider shall govern.

50. In the event this Contract is subject to the purchaser obtaining an F.H.A. mortgage, it is understood and agreed that Seller shall not be obligated to perform or pay for any compliance work, repairs or alterations required by the F.H.A. or any other lending institution.

51. In the event there is an "out of possession" claim, Seller shall use reasonable efforts to remedy it. This shall include Seller's right to obtain a "Fence Affidavit" or remove any offending structures. If there shall be a cost in excess of \$500.00 to remove such objection, Seller may cancel this Contract subject to Purchaser's right to accept title to the premises with such objection without reduction of the purchase price. In the event of cancellation, the sole liability of the Seller will be to refund the Purchaser the amount paid on contract and upon such refund, this contract shall be deemed null and void.

52. In the event there is a tax grievance pending at the time of closing, the Purchaser agrees to accept an assignment from Seller of any contract for grievance services. Purchaser shall be responsible for payment of any fees, charges, expenses and costs of such grievance services and will execute such documents as may be required to implement same. Purchaser shall receive any refund resulting from a successful tax grievance, pro-rated, as necessary, to the date of closing. This provision shall survive closing.

53. Purchasers hereby represent that they have sufficient assets to offset any appraisal lower than the purchase price. In the event of a low appraisal, Purchasers agree to purchase at the contract sales price.

54. Electronic Signatures (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. (b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.



Seller: John Drago

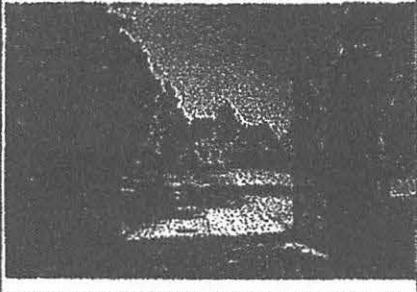


Purchaser: Karen Lombardo



PURCHASER: SALVATORE CALIGURI

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

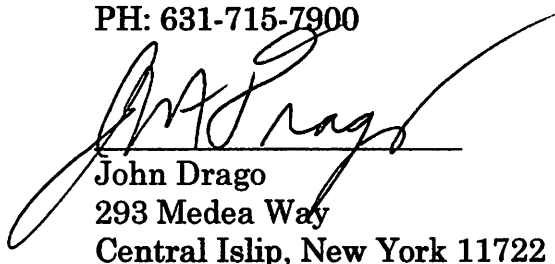
10 Muffins Meadow Road, Head Of The Harbor, NY 11780		List Price: \$1,849,999	
ML#: 3429828		Residential	1 Family, Det
LSC: New			
	Sec/Area:	Style: Estate	
	Devel:	Rooms: 15	
	Hamlet:	Br: 10	
	Village:	Baths Full: 5	Half: 2
	Taxes: \$32,996.97	Vill Tax: \$4,515.45	Lot Size: 3.75
	Total Taxes: \$37,512.42	Lot Sqt: 163350	
	Dia: 801	Sec: 5	Zoning:
	Block: 1	Lot: 5	Adult Comm: N
	Appx Yr Built: 1865	Year Renovated:	
	Yr Built Exception:	New Constr: N	
School District: Smithtown		Elementary School:	
Jr High School: Nesauake Middle School		High School: Smithtown High School-East	
Grass Street: Hitherbrook Road		Walk Score®: 8	
Directions: Hitherbrook Road to Muffins Meadow Rd			
Location Features:			
PUD:			
Agent Only Remarks: Submit All Offers In Writing w/Pre-Approval Letter &/Or POF. No Offer Considered Accepted Till Formal Contract Of Sale Is Fully Executed & Delivered. Compensation Offered To M.L.S Participants Only & due only upon closing. All Info Including But Not Limited To Taxes, Lot Size, Age Of Property Aren't Guaranteed Nor Verified & Should Be Independently Verified.			
Public Remarks: Sitting High Above the Rest on almost 4 acres is this Elegant Historical Estate that leaves nothing to the imagination. Witness the attention to detail when you enter the Striking Foyer, Grandiose Formal Dining and multiple Sitting Areas with 9 Wood Burning Fireplaces, restored to its Charming Era. The Magnificent Updated Kitchen is perfect for entertaining any affair and the Oversized Living Room leads to the outdoor patio. Completing this Palatial Home are 10 Bedrooms and 5 Full and 2 Half Baths. Outdoors, you'll find Exquisite Landscape with multiple Fountains, Gardens and a Pond/Waterfall.			
Property Characteristics			
Interior Features		Exteriors Features	Utilities
Interior Features: Cathedral/Vaulted/High Ceiling, Den/Family Room, Eat in Kitchen, Formal Dining Room, Foyer, Home Office, Lr/Dr, Master Bath, Powder Room, Storage, Walk In Closet, Walk Out Basement		Exterior Features: Patio Parking: 2 Car Detached Driveway: Pvt Construction: Brick Siding Description: Street Type: Other Structures: View: Lot Exposure: Building Size: # Levels:	A/C: Central Heating Fuel: Oil Heating Type: Steam Heat Zones: 1 Sep HW Heater: Y Hotwater: Fuel Oil Stand Alone # of Heat Units: # of Electric Meters: # of Gas Meters: Garbage Removal: Water Description: Municipal Sewer Description: Cesspool Included In Taxes: Permit:
Total Rooms Finished: 15 Appearance: Appx Int Sqt: Basement: Full # Kitchens: 1 Attic: Partial Fireplaces: 9			
Included: Alarm System, Attic Fan, Dehumidifier, Dishwasher, Dryer, Entertainment Cabinets, Fireplace Equip, Garage Door Opener, Garage Remote, Gas Grill, Hot Tub, Lawn Maint Equip, Light Fixtures, Mailbox, Microwave, Oven/Range, Refrigerator, Screens, Second Refrigerator, Shed, Video Cameras, Washer, Woodburning Stove			
Personal Property Exclusions:			
Modification Exclusions: None			
Waterfront Features:		Water Frontage:	
Building Features:			
Green Features:			
Floor Plans			
Level	Type	Description	
1	Additional	Ef, Lr, Dr, Kitchen	
Additional Info			
Also For Rent: N		Auction Listing: N	REO: N
Rental Income:		Auction Terms Sale Listing: N	Supersedes ML#:
Tenant Pays:		Contract Vendee Listing: N	
List Date: 9/13/2022	Original LP: \$1,849,999	Agreement Type: Excl Right	
Exp Date: 9/03/2023	Prior LP:	Seller Agency Comp: 0	
	List Price: \$1,849,999	Buyer Agency Comp: 2	
	Owner Financing: N	Broker Agency Comp: 2	

Offers of compensation are for OneKey® MLS Participants only.			
Listing Office/Agent Info			
BERKSHIRE HATHAWAY (BHHS03)	516-224-4600	Nikko Hiotis	516-725-1116
Co-Listing Office/Agent Info			
BERKSHIRE HATHAWAY (BHHS03)	516-224-4600	Michael Pesce	516-224-4600
BERKSHIRE HATHAWAY (BHHS03)	516-224-4600	Ronald Lanzillotta	516-224-4600
Occupancy: OT	Owner: Drag	Offers: Cannot be Present	
Show Instr: Call Nikko for all appointments 516-725-1116			
Status/Show#: 516-725-1116			
Lockbox: N	Mag Dir: N	Access Showing: BKR	

CERTIFICATE

I hereby certify that I have placed a true and correct copy of the foregoing in the U.S. Mail with first class postage prepaid and properly addressed to the following on this 15th day of December, 2022:

Assistant U.S. Attorney
Burton T. Ryan, Jr., Esq.
610 Federal Plaza
Central Islip, NY 11722
Email: burton.ryan@usdoj.gov
PH: 631-715-7900

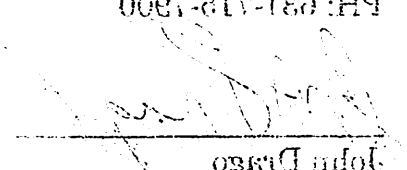


John Drago
293 Medea Way
Central Islip, New York 11722

CERTIFICATE

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Assistant U.S. Attorney
Burton T. Ryan, Jr., Esq.
610 Federal Plaza
Central Islip, NY 11723
Email: burton.ryan@usdoj.gov
PH: 631-715-7900


John Dargo
393 Meade Way
Central Islip, New York 11723



Vicky Drago
293 Medea Way
Central Islip NY 11722

**The Honorable Gary R. Brown
United States District Court Judge
Eastern District of New York
100 Federal Plaza
Courtroom 940
Central Islip, NY 11722-9014**

CLERK
U.S. DISTRICT COURT
E.D.N.Y.

Hand deliver
to the